

Memorandum of Agreement
Between the
Chula Vista Police Officer's Association and the City of Chula Vista

This Memorandum of Agreement is the full agreement reached between the parties following good faith informal negotiations requested by the City of Chula Vista as a consequence of the City's projected financial deficit.

By this Agreement, the City and the Chula Vista Police Officer's Association ("CVPOA") agree to the following:

1. [Effective Date] Unless otherwise specifically indicated, all of the following modifications to terms and conditions of employment shall be effective concurrent with final City Council approval of this agreement.
2. [Pension Contribution] CVPOA represented employees (hereinafter "Employee(s)") shall make contributions, that shall be applied to the City's (employer side) contribution to CalPERS under Government Code section 20516 for optional benefits, in the total amount of nine percent (9%) for Employees in the "Local Police Officers" CalPERS member category phased in as follows: 3% on January 14, 2011, 1.5% on July 1, 2011, 2.25% on January 1, 2012, and 2.25% on July 1, 2012. The aforementioned contributions will be made on a pre-tax basis to the extent permitted by Internal Revenue Code section 414(h)(2). The City shall report, as presently done, the Employer Paid Member Contribution (EPMC) to CalPERS as compensation earnable.
3. [Second Tier] For Employees hired after the effective date of this agreement, the current CalPERS Retirement Plan benefits for Employees in the "Local Police Officers" CalPERS member category shall be amended to require (1) a 3% @ 55 calculation; (2) that the Employees make 100% of the statutory employee (employee side) contribution to CalPERS, currently 9%; (3) that there be no final year concession of said payments to compensation for CalPERS benefit calculation purposes; and (4) the use of an average highest three years calculation in determining final compensation. Furthermore, the City will no longer provide a blended health care rate for Employees hired under the Second Tier CalPERS Retirement Plan. This paragraph will be effective upon compliance with CalPERS requirements.
4. [Longevity Pay] Commencing July 1, 2012, Employees shall receive longevity pay in the form of a 3% increase in their base pay when they have served fifteen (15) or more complete years of full time service with the Chula Vista Police Department in a classification represented by CVPOA. The longevity pay shall increase base pay by 3% for eligible employees, calculated in the same manner as a COLA. For employees with fifteen (15) or more years of service as of July 1, 2012 the base pay used to calculate the longevity pay shall be the base pay they

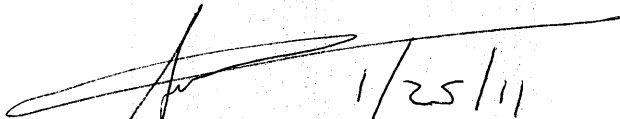
are making on that date, and for Employees not eligible for the longevity pay on July 1, 2012, it shall be the base pay on the date they become eligible.

5. [Retirement Incentive] The City agrees to offer a retirement incentive of two (2) years service credit as permitted and in accordance with Government Code section 20903 for eligible Employees. Upon the passage of the resolution authorizing the retirement incentive, the "designated period" in which to retire, within the meaning of Government Code section 20903, subdivision (a), shall be fixed and set at ninety (90) days.
6. [Scheduled Salary Increases] The scheduled salary increases set forth in paragraph 1 of the January 26, 2009 Side Letter of Agreement remain in effect as stated therein.
7. [Professional Enrichment] Professional Enrichment as provided for in Article 2.13 of the MOU is hereby eliminated. However, any claim approved in accordance with Article 2.13, and in which a cost has been incurred, prior to the effective date of this agreement, but not yet reimbursed, will continue to be reimbursed as stated in Article 2.13.
8. [Layoffs] City agrees to reassess the necessity of layoff notices served upon affected Employees based on the concessions made by the bargaining unit in this agreement and shall as a result of such reassessment, rescind a number of such layoff notices approximately equal to the annualized value of the concessions obtained herein. However, and given the inherent, constant fluctuation of City revenues and expenditures, the City reserves unto itself all rights/options available to it to reinstate postponed or rescinded layoff notices and/or to issue different/additional layoff notices, as the City deems appropriate in its sole discretion. Any lay-offs reinstated under this provision shall be issued as if they were newly issued notices for timing of service and implementation.
9. [Prior MOU/Side Letters] All terms in the current MOU and Side Letters of Agreement dated January 1, 2009, January 26, 2009, August 26, 2009, and October 13, 2009 that are not modified by this agreement to amend the CVPOA MOU remain in full force and effect as stated therein

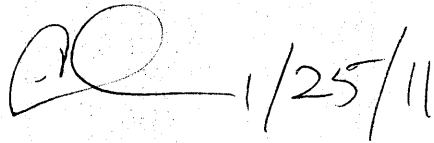
(Signature page to follow.)

Signature Page to
Memorandum of Agreement
Between the
Chula Vista Police Officer's Association and the City of Chula Vista

For CVPOA: #604



Name Date



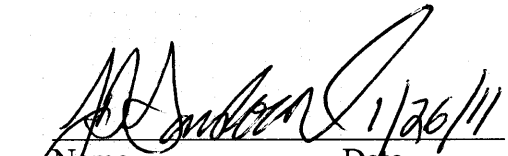
Name Date

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For the City of Chula Vista:



Name Date



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